Constitutional Law—Judicial Powers—Republican Form of Government—Susman v. Board of Public Education of City of Pittsburgh, 228 Fed. 217.—An act of a state Legislature can not be held invalid by the courts on the ground that the state has not a republican form of government as guaranteed by article 4, § 4, of the federal Constitution; that being a matter as to which the decision of Congress is conclusive.

The court in the principal case said: "As to the alleged violation of article 4, § 4, of the Constitution, little need be said. As to whether the state of Pennsylvania has been guaranteed a republican form of government by the United States is a question which is not difficult of decision. That the state has a republican form of government is a matter of such common knowledge that this court is affected thereby. Moreover, whether a republican form of government has been guaranteed to any particular state is a matter for Congress only to decide. Luther *v.* Borden, 7 How. 1, 12 L. Ed. 581. Further, there does not seem to be any case which is authority for the proposition that an act of the Legislature of the State, with a republican form of government and so recognized by Congress, can be held invalid under the provisions of article 4, § 4, of the Constitution."

Bankruptcy—Unliquidated Claims—Damages for Breach of Promise—Liquidation—In re Martin, 228 Federal Reporter, 184.—A claim against a bankrupt for damages for breach of a contract to marry, upon which the claimant had recovered a judgment in a state court, which had been reversed on technical grounds, held an unliquidated claim, within the meaning of Bankr. Act, July 1, 1898, c. 541, § 63b, 30 Stat. 563 (Comp. St. 1913, § 9647), which the court properly ordered liquidated by a retrial in the state court. The court in the principal case said: "The question here is whether the claim for damages for the breach of a contract is one that can be sent to the state court for determination. The bankrupt insists that the judgment of the state court having been reversed, there is now no legal claim against him, the law relating only to claims which are admitted or conclusively proved and not to claims which are unliquidated, denied and which may never be established at all. It seems to us that the referee was right in holding that section 63b covers the present controversy and that under this section he was justified in regarding the claim as unliquidated and properly found that it should be liquidated in such manner as the court may direct and then proved against the estate for the amount allowed. An action such as this is generally supposed to be one within the province of a jury and it is thought that the referee did not exceed his powers in ordering that the claim be determined in the Supreme Court of the state where the action was commenced and where it is now pending. The argument that a breach of promise to marry is not a claim until the question whether

or not there was a contract of marriage is finally settled, is ingenious but not convincing. It is too refined for everyday application. The contention of the bankrupt in the District Court, was as stated by the referee, that:

'The referee should first sit and hear whether or not a contract of marriage was outstanding between these two parties, which was broken by one of them, and, having determined that issue in my mind, it is discretionary with me to send it where I choose in order to liquidate the damages for a breach.'

In other words there must be two trials, one by the referee to determine whether the contract exists and another before a jury to determine the amount of the damages. We cannot agree to this proposition. The claim exists when the claimant alleges that the bankrupt promised to marry her, that he did so may be disputed and the proof may show that the claim is unfounded, but it is a claim, nevertheless, and if established and damages are found by reason of the breach of contract, they may be regarded as liquidated by the bankruptcy court."

Internal Revenue—Manufacturing an Article—Seidler v. United States, 228 Fed. 22.—In the principal case the court said: "We cannot agree that adding water to an extract of opium, which is itself smokable, is a manufacture of opium for smoking purposes. The character of the article is not thereby changed. It would be as fair to say that grinding coffee beans was manufacturing coffee for drinking purposes, or that adding water to raw whisky was manufacturing whisky for drinking purposes. To manufacture an article, as stated in Anheuser-Busch Association *v.* United States, 207 U. S. 556, 28 Sup. Ct. 204, 52 L. Ed. 336, implies a change in its nature—'there must be transformation; a new and different article must emerge having a distinctive name, character or use.' Congress has no authority to exercise police power in the states, and a revenue law should not be strained for the purposes of conviction."

Telegraph Companies—Use of State Bridge—Federal Post Roads Act—Postal Telegraph-Cable Co. v. State Roads Commission, 96 Atl., 439.—In the principal case it was laid down that a State can recover compensation for the special and exclusive use of a part of a bridge, forming part of its highways, by a telegraph company for carrying its wires; also that the right of the State to recover of a telegraph company compensation for use of part of its bridge for carrying the company's wires is not affected by the bridge being part of a highway which was a post road, or that the company was an interstate telegraph company, subject to and entitled to the benefit of the Federal Post Roads Act.

The court in the principal case said: "It is not easy to understand